



PATENT

Case Docket No. DFINE.034CP1

### TRANSMITTAL LETTER

Applicant : Csaba Truckai  
App. No : 10/790,987  
Filed : March 2, 2004  
For : POLYMER COMPOSITES FOR  
BIOMEDICAL APPLICATIONS AND  
METHODS OF MAKING  
Art Unit : 3739  
Examiner: Michael F. Peffley

#### CERTIFICATE OF MAILING

I hereby certify that this correspondence and all marked attachments are being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on

10-6-06  
(Date)

Sabing H. Lee, Reg. No. 43,745

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

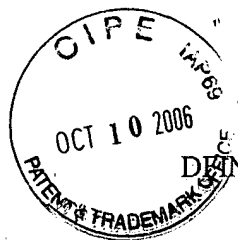
Dear Sir:

Enclosed for filing in the above-identified application are:

- (X) Establishment of Right of Assignee to Take Action and Revocation and Power of Attorney, 2 pg.
- (X) Copy of Assignment being filed under separate cover, 2 pg.
- (X) Return prepaid postcard.
- (X) No Fees are due.

The Commissioner is hereby authorized to charge any additional fees which may be required, now or in the future, or credit any overpayment, to Account No. 11-1410.

Sabing H. Lee  
Registration No. 43,745  
Attorney of Record  
Customer No. 20,995  
(949) 760-0404



DEINE.034CP1

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant : Csaba Truckai )  
App. No. : 10/790,987 )  
Filed : March 2, 2004 )  
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BIOMEDICAL APPLICATIONS AND )  
METHODS OF MAKING )  
Examiner : Michael F. Peffley )

**ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION**  
**AND**  
**REVOCATION AND POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute


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this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

DFINE, INC.

Dated: 10/4/06

By:   
John H. Shadduck

Title: Director

Address: 19450 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014

2971473\_1  
100306

COPY

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Application No.: 10/790,987  
Filing Date: March 2, 2004

ASSIGNMENT AGREEMENT  
Client Code: DFINE.034CP1  
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### ASSIGNMENT AGREEMENT

WHEREAS, I, Csaba Truckai, a United States citizen, residing at 19566 Arden Court, Saratoga, California 95070 ("ASSIGNOR"), have conceived of an invention ("Invention") disclosed in U.S. Patent Application No. 10/790,987 entitled POLYMER COMPOSITES FOR BIOMEDICAL APPLICATIONS AND METHODS OF MAKING and filed in the United States Patent and Trademark Office on March 2, 2004 ("Application");

WHEREAS, DFine, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 19450 Stevens Creek Boulevard, Suite 100, Cupertino, California 95014 ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the said Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein; all provisional and non-provisional applications claiming the benefit of the Application that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents;

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts or which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under the Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patents for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

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AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

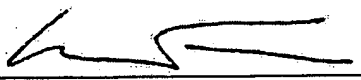
A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, ASSIGNOR has signed his or her name on the date indicated.

  
Csaba Truckai

10/03/06  
Date

  
Witness Signature

10/03/06  
Date

John H. SHEDD  
Witness Name

**COPY**  
**- DO NOT RECORD -**